


1. REQUISITION NUMBER	PAGE 1 OF
5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
b. TELEPHONE NUMBER (<i>No collect calls</i>)	8. OFFER DUE DATE/ LOCAL TIME

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: 	a. NAME		b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY	CODE		10. THIS ACQUISITION IS
			<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
			NAICS: SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS <input type="checkbox"/>	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO			CODE		16. ADMINISTERED BY			CODE	

17a. CONTRACTOR/ OFFEROR	CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.								

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/>	27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/>	ARE	<input type="checkbox"/>	ARE NOT ATTACHED
<input type="checkbox"/>	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/>	ARE	<input type="checkbox"/>	ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
--	--

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>
--------------------------------------	---

30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	31c. DATE SIGNED

SECTION C – CONTRACT CLAUSES

Clauses Incorporated In Full Text

C.01 52.252-2 – Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil>

(End of Clause)

C.02 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Feb 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

☐ (4) [Reserved]

☒ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

- ☐ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☒ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ☒ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ☒ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ ☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☒ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- ☐ (24) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ☐ ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☒ (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- ☐ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

- ☐ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ☒ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- ☐ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ☐ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ☒ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☐ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)
 - (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Clauses Incorporated by Reference

C.03 52.212-4 - Contract Terms and Conditions--Commercial Items (Sep 2005)

SECTION D – List of Attachments

ATTACHMENT	DESCRIPTION	PAGES	DATE
1	Specifications	13	N/A
2	Bank Information Form (SWPA _f_540.4)	1	01/2005
3	Offeror's Representations and Certifications	8	N/A

SPECIFICATIONS FOR 161 kV INTERRUPTER SWITCHES

These specifications consist of furnishing complete, fully operational Interrupter Switches at M&A's Asherville Substation located on Southwestern Power Administration's (Southwestern's) Poplar Bluff to Idalia 161 kV transmission line. The following specifications contain the minimum needs required by the Government. The desired Interrupter Switches are to be furnished and delivered to Southwestern's Jonesboro Maintenance warehouse in Jonesboro, AR.

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Illustrations

Specifications for Interrupter Switches

TABLE 5-1 Drawings and Data Schedule for Interrupter Switches 9

1 INTERRUPTER SWITCHES

1.1 General

The Bidding Schedule item 0001, "Furnish and Deliver 161 kV Interrupter Switch", includes providing 161 kV, 3-pole, motor group operated interrupter switches. The switches shall be manufactured and tested in accordance with NEMA publication No. SG6 for Power Switching Equipment and ANSI C37, except as specifically required herein.

2 MATERIALS

2.1 Ratings

Two (2) interrupter switches designated as 485 and 486 on drawings numbered 5084-E4001, 5084-E4102, and 5084-E4103. Each shall have the following ratings and features:

Type.....3 phase group operated horizontal interrupter switch with vertical
break power operated disconnect blades

System nominal voltage rating 161 kV

Maximum voltage rating 169 kV

Basic impulse insulation level..... 750 kV

Continuous current rating 1200 A

Momentary current rating..... 30 kA

Interrupting rating..... 10 kA rms symmetrical

Interrupting time..... 6 cycles (maximum)

Phase spacing 13 feet

Approximate mounting height
above ground, horizontal upright 24 feet

Insulator technical reference No 291

2.2 Switching Duty

Interrupter units shall have a load interrupting duty of 1200 amperes.

No restrike will be permitted under any interrupting requirements. (Note: A restrike is defined as any current conduction between the interrupter main contacts following an interval of one-fourth cycle or more duration.)

2.3 Switch Pole Construction

2.3.1 Contact

The main blade switch contacts shall be self-aligning, self-wiping contacts. All fixed contacts shall be backed by stainless steel, beryllium copper leaf springs, or be of the reverse current loop shape which eliminates contact burning under fault conditions. The current-carrying path shall not be through any spring. If the current path is through a moving pin, means shall be provided to maintain continuous positive contact pressure on the pin. The shape and materials used for the contacts shall be such that there will be no galling of the contact metals when the switch is subjected to 1,000 open plus 1,000 close operations.

2.3.2 Main Switch

The blades shall be of hard-drawn copper or aluminum alloy and suitable for carrying the specified continuous and short-time currents. Stops, if required on the individual poles, shall be furnished as described in subparagraph 2.4 (Operating Mechanisms) below. If the blades are attached to castings, the blades and castings shall be connected by welding or by a bolted clamp.

2.3.3 Hinge- and Clip-End Assemblies

Pole unit castings shall be of bronze or aluminum alloy. Bearings in the hinge-end operating levers shall be of the ball, roller, oilite sleeve, plastic, or ball-and-socket type. All such bearings shall be firmly fixed in place and shall not require replacement or maintenance before performing at least 1000 operations. Stops shall be provided in the clip-ends of vertical-break switches and the switch adjustments shall provide for the blades to rest against the stops in the closed positions.

2.3.4 Rotating Insulator Bearings

The bearings for the rotating insulator stacks shall be of the tapered-roller or double-ball type. If of the latter type, the bearings shall be of the combination radial and thrust type.

2.3.5 Bases

The bases of all switches shall be of metal members of sufficient stiffness to prevent excessive deflection. Lattice-girder-type bases will not be permitted. All steel materials required for the bases shall be hot-dipped galvanized.

2.3.6 Bearings

All ball or roller bearings shall be of the sealed, permanently-lubricated type.

2.3.7 Interrupter Unit Construction

The unit shall be of the type which confines the arc in an enclosed arcing chamber. Each unit shall be gas filled type and furnished with a gas-pressure indicator visible from the ground which will indicate when gas pressure decreases to a point where further loss would impair interrupting performance.

2.3.8 Assembly

Each pole of each switch shall be completely assembled at the factory without insulators for shipment. Insulators shall be shipped separately.

2.3.9 Mechanical Design Criteria

The interrupter switch shall perform as intended at temperatures from -30°C through 40°C, at altitudes through 1000 meters (3300 feet) and withstand the following loading conditions.

- Gravity load plus operating forces plus wind or seismic forces.

Wind and seismic forces are considered to be nonconcurrent loads and therefore do not need to be included in the same load case. The equipment shall operate as intended during and after the application of the stated load cases.

Wind forces shall be based on 36 meters per second (80 miles per hour) and applied in the most critical direction through the center of the projected area of the equipment.

The seismic force on each item of equipment or component shall be statically computed by concentrating the weight of the equipment or component at its center of gravity and multiplying the weight times the horizontal equivalent lateral force coefficient 0.35. The distribution of the seismic forces shall be in accordance with the distribution of weight throughout the equipment or component.

The weight of the equipment shall be defined as those loads which are present during normal operating conditions.

The resulting wind or seismic internal stresses shall be combined with the stresses due to normal gravity and operating loads. The combined stresses shall not exceed the allowable stress provisions of the applicable codes. Where there is no directly applicable code, a minimum safety factor of 2.0 against buckling is required for all members subjected to compression, and a minimum safety factor of 1.25 against yield is required for all members subjected to tension or compression. For ceramic components the combined internal stresses shall not exceed 50% of that component's ultimate mechanical strength.

The equipment supplier shall provide bolt points around the base of the equipment for anchoring to the support structure or foundation. Gravity, operating wind, and seismic loads shall be provided for use in foundation design.

All fasteners shall be in conformance with ASTM specifications. The Contractor shall comply with the Fastener Quality Act of 1990, P.L. 101-592, and regulations promulgated thereof. See Section ____ for a chart on Suspect/Counterfeit bolts.

2.4 Operating Mechanisms

Operating mechanisms shall effect a smooth, thoroughly controlled movement throughout the entire opening and closing cycles and all rods, shafts, pipe linkages, connectors, operating levers, supports, and fittings shall show no noticeable deflection. Cable connections in lieu of rigid interphase rods are not acceptable. Means shall be provided on each switch for taking up loose motion in each part of the mechanism and for adjusting the travel of each blade independently. The design of the mechanism shall be such that the main blades are positively toggled when in the fully open or fully closed position. Each switch shall be equipped with adjustable stops for the open and closed positions. The closing stops shall position each blade such that maximum contact pressure will be achieved between the moving and the fixed contact. When the switch is in the fully closed position, the hinge- and clip-end contacts on each side of the main blades shall be horizontal within $\pm 5^\circ$ for vertical-break switches. If stops are required on each pole to meet this limitation, individual, adjustable stops shall be furnished. With the closing stops adjusted for proper closed position of each blade, the three blades of each switch, when fully open, shall conform in position within 5° of the manufacturer's specified open position. Operating handles shall be mounted at a height of 1070 millimeters (42 inches), ± 80 millimeters (3 inches) above the foundation.

Embossed or stamped metal indicators shall be provided on the vertical operating rod showing when the switch is open or closed. The indicators shall be approximately 190 millimeters (7.5 inches) high and 38 millimeters (1.5 inches) wide and the "closed" indicator painted red and the "open" indicator painted green. The indicators shall be mounted at normal eye level and positioned so that the appropriate indicator directly faces the operator when in a normal position for operating the switch. If an auxiliary icebreaking handle is furnished, the open-close indicator shall be located above the disconnecting coupling in the vertical operating rod.

2.4.1 Motor Group Operated

Each switch shall be operable by either electrical control or by manual handle, as described below.

- Electrical control shall be furnished such that the switch may be opened or closed locally or from a remote point. The motor and motor control shall operate from the voltage available at the motor operator, considering conductor voltage drop. The motor and control voltage source is the 125 volt station battery

which has a voltage range of 105 to 140 volts at the battery terminals. The electrical control shall be completely wired and shall include the following features:

1. Local control "OPEN" and "CLOSE" switches.
 2. Auxiliary Switches: The motor operator for each motor-operated interrupter switch shall be equipped with an auxiliary switch meeting the requirements of subparagraph 2.5 below.
 3. Circuit breakers shall be provided in each operator cabinet as overcurrent protection and circuit disconnect devices for the motor, convenience receptacles, and heater supply circuits. One two-pole circuit breaker shall be provided for the motor circuit. A separate circuit breaker shall be provided for the convenience receptacle and heater circuit.
 4. Limit switches shall be provided to prevent overtravel.
 5. During operation of the interrupter switch, the control shall keep the motor loaded continuously to prevent the mechanism from alternately leading and lagging the motor.
 6. Each three-pole interrupter switch shall be operated by one motor operator and the three phases shall operate simultaneously.
- A manual handle shall be furnished, with means of disengaging the motor mechanism other than removal of driven pins or set screws.
 - Indication of the interrupter switch position shall be readily visible from the ground, and means of preventing false indication if the blade fails to complete the opening or closing operation shall be furnished.
 - Heaters shall be for use on a 230-volt, single-phase, AC power supply and be thermostatically controlled.
 - All motor-operated switches shall be capable of being opened by their motor operator under ice conditions and this capability shall be demonstrated by the ice test specified in subparagraph 3.2.3.

2.4.2 Supplemental Steel Members

The Contractor shall furnish all supplemental steel members required to secure the switch-operating mechanism to the switch-support structure without drilling any member of the support structure.

2.4.3 Exposed Steel Members

All exposed steel material required for the operating mechanisms and all supplemental steel members required to secure the mechanisms to the supporting structures shall be hot-dipped galvanized.

2.5 Auxiliary Switches

The interrupter switches shall be equipped with an auxiliary switch, or the equivalent thereof, having at least ten independent single-pole auxiliary switches which can be changed readily to "Circuit opening" or "Circuit closing". Each auxiliary switch shall be mechanically activated by the operating mechanism of its associated interrupter switch. The auxiliary switch shall be insulated for 600 volts and the contacts shall be rated 10 amperes continuous at 125 volts DC. Each set of auxiliary switches shall be mounted in a weatherproof metal housing with a conduit entrance for one 40 mm (1-inch) rigid conduit.

2.6 Insulators

All insulators shall be gray in color and have electrical characteristics in accordance with ANSI Standards C29 and/or NEMA publication No. HV1 for high-voltage insulators.

2.7 Operating Mechanism Bonding

A copper braid shall be furnished with equivalent or greater current carrying capacity than 4/0 AWG cable (107 sq mm) for bonding the operating mechanism to a switch operating platform.

2.8 Operation Counters

Each interrupter switch shall be furnished with an electric operation counter mounted inside the cabinet. The counter shall have a minimum 3-digit readout and shall register once for each complete open-and-close cycle.

2.9 Outlet

Each motor-mechanism cabinet shall contain a convenience outlet. The outlet shall be weatherproof, separately fused, 15 amperes, 120 volts, 2-pole, 3-wire, polarized duplex, grounded with a built-in ground-fault interrupter. The outlet shall have provisions for test and reset of the ground-fault interrupter. The outlet shall be in accordance with ANSI C73 and mounted so it shall be available for use from outside the cabinet without opening the cabinet door.

3 TESTS

3.1 General

The tests listed below shall be performed at the factory or other facilities available to the manufacturer. One interrupter switch of each type, voltage, and current rating furnished under these specifications shall be tested. Design tests on switches identical to those being furnished under these specifications will be accepted. Ice testing will also be accepted on a higher voltage-rated switch, provided the switch tested is the same in all the following respects as the switch being furnished.

- Clip-end and Hinge-end mechanism
- Blade material and cross section
- Interrupter unit type
- Motor operator

3.2 Design Tests

The basic design of the interrupter switch furnished shall have met the requirement of this subdivision in tests previously performed, or the Contractor shall perform the tests specified in this subdivision for the switch. If identical switches have been previously tested as indicated, the Contractor may omit tests and furnish certified copies of results of such previous tests.

3.2.1 Mechanical Design Life Test

The basic mechanical design of the switch and operating mechanism being furnished shall be proved by not less than 1,000 close-open operations at the factory at recommended contact speeds. These operations shall be performed on a completely assembled 3-pole switch with recommended spring and contact adjustments. Certified test reports shall be furnished, which shall certify that the operations were accomplished without failure of any component part and without mechanical difficulties. At the successful completion of this design test, the switch shall be capable of being brought within optimum mechanical adjustment and shall be in satisfactory mechanical condition without replacement of component parts. These tests shall be performed on an identical separate test interrupter switch for which certified test reports will be acceptable. Such tests shall not be performed on an actual switch to be furnished to Southwestern under this or any other contract.

3.2.2 Temperature Rise Test

Temperature rise test shall be in accordance with ANSI C37.34. This test shall be performed on the main blade and components and interrupter unit of a single pole. The temperature rise test report shall include a diagram indicating the points on the switch where the temperatures are determined and the composition of the switch material, including type of plating on contact surfaces at these points.

3.2.3 Ice Test

Ice testing shall be in accordance with ANSI C37.34, except paragraph 4.5. The test shall be a 3-pole test and shall be performed on an assembled switch including the main blades and interrupter units. The switch under test shall be mounted horizontally upright. Interphase connections and connections between the group-operated switch and power unit may be shortened to suit conditions. A switch equipped with stacked insulators may be tested with only one unit per stack except the switch with ground blades shall be tested with full stacks. The switch shall be tested with the same type operating mechanism and with the use of the same type gear, power unit, etc., as furnished under the contract. Hammering on the blades, operating mechanism, or pipe is not permitted during any part of this test.

3.3 Production Tests

3.3.1 Leak Test

Each porcelain-clad interrupter unit shall be subjected to a test to disclose leaks.

3.3.2 Operating Speed Test

Each interrupter unit shall be completely assembled and checked for proper operating speed.

3.3.3 Dielectric Test

The completely assembled control circuit shall be given a dielectric test in accordance with Industrial Control and Systems, NEMA publication No. ICS 1-109.20.

4 **PAINTING**

4.1 General

The interrupter switches shall be painted at the manufacturer's plant in accordance with the following requirements.

4.1.1 Paint

Selected paint system for any particular item shall consist of specified primer coat(s), intermediate coat, and finish coats from the same manufacturer.

4.1.2 Electrical Equipment

Interrupter switches shall have manufacturer's standard ANSI 70 (gray), shop-applied, permanent paint system. The paint system shall provide a minimum of two years corrosion-free protection without significant coating defects in outdoor atmospheric exposure.

5 DRAWINGS AND DATA TO BE FURNISHED BY THE CONTRACTOR

5.1 General

After award of the contract, the Contractor shall submit drawings and data as specified below. All drawings and data submitted and approved shall form part of the contract. The sequence of submission of drawings shall be such that all information is available for checking each drawing when it is received. Each submission of drawings shall be accompanied by a letter of transmittal containing a list of drawings giving titles and numbers. All drawings and correspondence, literature, and technical data required to be furnished by the Contractor shall be in English. Units of measurement shall be in the International System of Units (SI) or SI and United States standard.

The drawings and data shall be complete and accurate in their content. Originals and all copies shall be legible. Drawings shall be prepared using the latest version of AutoCad and shall be drawn to scale. Freehand sketches will not be accepted. Southwestern will require thirty (30) calendar days to answer correspondence and review each submittal of data or drawings. Original drawings prepared under this contract will remain the property of the Contractor. When revised drawings are resubmitted, the changes from the previous submittals shall be clearly identified on the drawings.

All schematic and wiring diagrams shall have graphical symbols and device function numbers conforming with the latest applicable standards of ANSI Y32.2 and C37.2, respectively.

Table 5-1 summarizes the drawings and data required for electrical equipment being furnished under these specifications.

5.2 Installation Drawings and Data

The Contractor shall furnish the following data for the purpose of enabling Southwestern to proceed with the design of the installation (the dimensions and data shall be firm and not subject to change).

5.2.1 Drawings

Drawings showing the outline dimensions of the equipment, general arrangement, assembly and installation detail, base type, and details.

5.2.2 Data

The following data are requested for the equipment; however, any of the following data that are shown on the drawings under 5.2.1 above may be omitted from the following tabulation:

- Nominal Voltage, kilovolts
- Maximum Voltage Rating, kilovolts
- Continuous Current Rating, amperes
- Momentary Current Rating, amperes
- Insulator Technical Reference Number
- Total interrupter switch weight, kilograms (pounds)
- Total 230-volt ac heater load, amperes (for motor operated disconnect switches)
- Horsepower rating of motor (for motor operated disconnect switches)
- Mechanical loading data as appropriate

TABLE 5-1
DRAWINGS AND DATA SCHEDULE FOR INTERRUPTER SWITCHES

TYPE OF DRAWINGS AND DATA	PARAGRAPH	DELIVERY TIME	TYPE OF MATERIAL	QUANTITY TO COTR	QUANTITY TO ACCOMPANY THE EQUIPMENT
Installation drawings and data	5.2	Within 45 calendar days after receipt of notice of award	Blackline prints	4	0
Approval drawings and data	5.3	Within 60 calendar days after receipt of notice of award	Blackline prints	4	0
Final drawings	5.4	When equipment is ready for shipment	Blackline prints and latest AutoCad format	1 (AutoCad format)	1 (Blackline prints in instruction book)
Parts identification lists and bills of material	5.4.1	Within 45 calendar days after receipt of notice of award	Lists	4	1
Manufacturer's operation and maintenance instructions	5.4.2	30 days before shipment	Books	5	1
Equipment test reports	5.5	2 weeks after tests are completed	Certified data	5	1

5.3 Approval Drawings

The Contractor shall furnish the following drawings and data for approval. (Typical drawings are not acceptable.) Where standard drawings are furnished which cover variations of the general class of equipment, each such drawing shall be individually endorsed to describe exactly which parts of the drawing apply to the equipment being furnished. Each drawing shall be identified by substation name and the contract number.

Decisions on the drawings, either approval or disapproval, will be given by the Contracting Officer's Technical Representative (COTR) or his representative by letter or letter of transmittal. Within thirty (30) calendar days after receipt, the COTR or his representative will return one copy to the Contractor marked "NO EXCEPTIONS NOTED", "EXCEPTIONS NOTED", or "RETURNED FOR CORRECTIONS". Additions will be marked in red and deletions will be marked in green. Comments will be marked in blue.

The notations "NO EXCEPTIONS NOTED" and "EXCEPTIONS NOTED" authorize the Contractor to proceed with the fabrication of the equipment covered by such drawings, subject to the correction if any, indicated thereon or described in the letter of transmittal.

When prints of drawings have been "RETURNED FOR CORRECTION", the Contractor shall make the necessary revisions on the drawings and shall submit four (4) prints for approval in the same routine as before.

Every revision made during the life of the contract shall be shown by number, date, and subject in a revision block, and a notation shall be made in the drawing margin to permit rapid location of the revision. The time consumed by the Contractor in submitting and obtaining approval of assembly and shop drawings shall not relieve the Contractor from meeting the required time for completion of the contract.

Upon receipt of prints which have been marked "EXCEPTIONS NOTED" or "RETURNED FOR CORRECTIONS", the Contractor shall, within thirty (30) calendar days after receipt, submit four (4) prints of each drawing in accordance with the drawing submittal and distribution schedule in Table 5-1. If revisions are made after a drawing has been "NO EXCEPTIONS NOTED", the Contractor shall immediately furnish four (4) corrected prints.

All of the applicable requirements for drawing submittals shall apply equally to catalog cuts, illustrations, printed specifications, weld qualifications, mill tests, factory tests, field tests, or other required data.

Any manufacturing work performed prior to the approval of drawings will be at the Contractor's risk. The Contractor shall make any changes in the design which are necessary to make the equipment conform to the provisions of these specifications without additional cost to the Government. Approval of the drawings shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval of the Contractor's drawings shall not be held to relieve the Contractor of any part of the Contractor's obligation to meet all of the requirements of these specifications or of the responsibility for the correctness of the Contractor's drawings.

5.3.1 Outline Drawings and Bills of Material

The outline drawings shall be accompanied by bills of material and descriptions giving complete information on each component.

5.3.2 Complete Nameplate Data

A nameplate drawing shall be submitted which indicates all the specified ratings of the interrupter switches.

5.4 Final Drawings and Data for Outdoor Equipment

Before the date the Contractor begins to ship any of the subject equipment, the Contractor shall furnish to the destination listed in Table 5-1 the drawings and data required in the following subparagraphs. The quantities listed in Table 5-1 are for each switch type furnished for each substation.

5.4.1 Parts Identification Lists

Each part shall be assigned an identifying number which can be used for ordering replacements and a reference number that locates the part on the appropriate outline drawing.

5.4.2 Instruction Books

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A print of each final drawing, as required in paragraph 5.4, shall be included in the instruction book. Each instruction book shall include a copy of all associated test reports. Each instruction book shall include drawings showing the operating mechanism with dimensions, tolerances, and factory settings so that maintenance personnel can check the factory settings.

5.5 Test Reports

Two weeks after completion of those tests required, the Contractor shall furnish certified copies of all test reports, performance curves, and data. Any equipment which does not successfully pass the testing requirements will be rejected. The reports shall be sent to the COTR.

5.6 Right to Use Contractor's Drawings

Southwestern expressly reserves the right to use, to reproduce in whole or in part, to distribute, and to reuse any and all such drawings, whether copyrighted or not, in connection with the following:

- Installation, maintenance, replacement, and repair of the articles to be furnished under these specifications.
- Making any and all such drawings and reproductions thereof available to subsequent bidders and contractors where necessary for fabricating and furnishing articles connected with, or dependent on, information shown on the drawings and duplicating the drawings to be furnished hereunder.

The depositing of all such drawings with Southwestern shall constitute a license to Southwestern to use said drawings in the manner hereinabove stated.

5.7 Mailing Address

The mailing address for the drawings and technical data to be furnished by the Contractor to the COTR is as follows.

Street Address
Southwestern Power Administration
2858 S Golden
Springfield, MO 65807
Attn: Doug Johnson

Mailing Address
Southwestern Power Administration
P.O. Box 3337
Springfield, MO 65808
Attn: Doug Johnson

U.S. Department of Energy
Southwestern Power Administration
BANK INFORMATION FOR PAYMENTS

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

Payments Process cannot begin until this form is completed and received by the Agency.

Agency Information					
Federal Program Agency: 8900			Vendor:		
Agency Identifier: Southwestern Power Administration		Agency Location Code (ALC):		ACH Format CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP <input type="checkbox"/>	
Address: One West Third Street		Web Page: www.swpa.gov		e-mail Address:	
Department Contact: Maryann Henry		Phone No.: 918-595-6641		FAX No.: 918-595-6656	
Purchasing Official Signature :					Date:
Payee / Company Information					
Company Name:			Federal Taxpayer Identification No.:		
Address:		City:		State:	Zip:
<u>Check Type of Business Entity</u>					
Corporation (C) <input checked="" type="checkbox"/>	Non-Profit (N) <input type="checkbox"/>	Federal (F) <input type="checkbox"/>	Individual / Sole Proprietor (I) <input type="checkbox"/>	Partnership (P) <input type="checkbox"/>	State / Local (S) <input type="checkbox"/>
Contact Person Name:				Phone No.:	
Contact Person Signature:				FAX No.:	
<i>Southwestern Power Administration sends an e-mail message containing detailed payment information for each payment processed.</i>					
e-mail Contact Name:		e-mail Address:		CC: e-mail Address:	
Financial Institution Information					
Name:		City:	State:	Zip:	Phone No.:
ACH Coordinator Name:		Signature:			Date:
Depositor Account No.:			9-Digit Routing Transit No.:		
Depositor Account Title:					
Type of Account: Checking <input type="checkbox"/> Savings <input type="checkbox"/> Lock Box <input type="checkbox"/>					

Privacy Act Statement

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31CFR210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt through the Automated Clearing House Payment System.

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Mar 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☒ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

- (1) Previous contracts and compliance. The offeror represents that --
- (i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not, filed all required compliance reports.
- (2) *Affirmative Action Compliance*. The offeror represents that --
- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”
- (2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
NA	

[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g) (1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this

solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
NA	

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
NA	

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
NA	

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of

U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
NA	

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of his provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of Provision)